

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No. WBRERA/COM000496

Ruma Saha Complainant

Vs.

Labbaik Developers Pvt. Ltd. represented by Tanveer Haque & Sagir Ahmed..... Respondents

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 30.05.2024	<p>Complainant alongwith her Advocate Mr. Rudrajit Saha (Mob. Nos. 7001638898 & 8617532699 and email Id: plsadv03@gmail.com) is present in the online hearing. He is directed to send his hazira and authorization to the Authority through email immediately after today's hearing.</p> <p>Respondent is absent in the online hearing despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complainant,-</p> <ol style="list-style-type: none">1. By investing her stridhan as capital, she wanted to start a business for earning her livelihood by self-employment. For the same she wanted to purchase a commercial room in Asansol, for the same she contacted with the Respondent-Developer in the year 2016. After preliminary discussion, the Complainant for purchasing the property fully described in the schedule below, entered into an Agreement for sale on 05.03.2016 with the Respondent herein. According to the terms and conditions of the said Agreement for Sale, the Respondent will have to hand over and/or to give possession of the agreed commercial room to the Complainant on or before August, 2017. It is pertinent to mention here that the principal Respondent is the Developer and the proforma Respondents are the Landowners.	

2. That the Complainant begs to submit that the total consideration amount of the scheduled mentioned property is Rs.66,00,000/-. The Complainant on 05.03.2016, that is on the date of execution of the Agreement for Sale, paid Rs. 30,00,000/- in which Rs.5,00,000/-has been paid vide one cheque bearing no. 060891 dated 05.03.2016 and Rs.25,00,000/-has been paid by cash. It is pertinent to mention here that contention regarding payment of part consideration amount has been mentioned in the Memo of Consideration of the Deed of Agreement for Sale. In this context, it is also important to mention here that as per point no. 5 of the Deed of Agreement for Sale out of the total remaining amount of Rs.36,00,000/-, the Complainant had to pay Rs.10,00,000/-within 2 months from the date of agreement that is within 04.05.2016 and Rs.26,00,000/-at the time of registration or possession.
3. That the Complainant begs to submit that the Complainant again made payment of Rs.10,00,000/-to the Respondent on 06.05.2016 and 07.05.2016 as per agreement after arranging the same. It is pertinent to mention here that the Respondent on four occasions has taken Rs.8,00,000/-from the Complainant by showing some unavoidable reason and the Complainant on good faith upon the Respondent paid the same. But the Respondent, by breaching the terms and conditions of the Agreement as well as trust of your complainant, neither Completed the scheduled mentioned commercial room nor had taken any step to handover the possession of the room till date of filing of this instant case. The Complainant, for several times visited at the office of the Respondent with request to hand over the possession of the schedule mentioned property and it was also intimated to the opposite parties that your complainant is ready to pay the remaining amount as per agreement as and when the Respondent will give her possession of the property after execution and registration of deed of sale but the opposite party neither had taken any step to execute and registration of deed of sale in respect of the schedule mentioned room nor delivered the possession of the same till date. The complainant, through her engaged Ld. Advocate, sent legal notice to the Respondent on 09.02.2021 by requesting them for completion of the process of registration and deliver the possession of the agreed commercial room but in spite of receiving the same the Respondent have not taken any adequate measure to that

effect rather sent an reply with some concocted and self made story.

4. That the Complainant begs to submit further that your complainant is a bonafied purchaser of the Respondent and she never done any act detrimental to the interest of the Responodent. In spite of that the Respondent in one hand did not take any positive and satisfactory step to execute and registration of the Deed of Sale in respect of the scheduled mentioned property nor have delivered the possession of the same to the Complainant within the stipulated time as well as till date of filing of this case. These conducts of the Respondent are violations of the Agreement and they are liable to compensate the Complainant. The Complainant is ready to pay the remaining amount of Rs.18,00,000/-to the Respondent on the date of registration of the Deed of Sale of the Schedule mentioned commercial room.
5. That the Complainant begs to submit further that though the cause of action arose for the first time in the month of August'2017, that is the stipulated date in the Agreement, again on 09.02.2021 when the Respondent received the legal notice and the cause of action is a continuing one as well as arising on each and every day as the Respondent has not delivered the possession of the schedule mentioned property till date. The complainant previously filed the case being no. CC/16/2021, dated 30.09.2021 before the Hon'ble District Consumer's Redressal Forum, Burdwan and after commencement of RERA Act, the Complainant has opted to file this case before this Hon'ble Authority for speedy adjudication of the dispute involved in the said case for which the Complainant has filed a petition praying for withdrawal of said case from the said forum with liberty to file the same before this Hon'ble Authority and Ld. District Consumer Disputes Redressal Forum was pleased to allow the said application by order dated 16.08.2023 and pursuant to the same the petitioner is filing this case before this Hon'ble Authority.
6. That this Hon'ble Regulatory Authority has territorial jurisdiction, to adjudicate upon this case.

Schedule: Dist. Burdwan (now Paschim Bardhaman), P.S. Asansol, Sub-Division & Addl. Dist. Sub-Registry Office Asansol, Holding No. 31 (A), Ward No. 21 (old), Under Asansol Municipal Corporation, Mouza Asansol Municipality, J.L.No. 20, R.S. Khatian Nos. 12284, 12285, 12286, 12287, 12304, 12305, 12306, 12307, 12313, 12580,

12581, 12579, 22582, R.S. Plot No. 21163, 21164, 21165, 21166, 21167, Room No. 1 at the Gr. Floor of the B+G+4 multistoried building namely "INFINITE TOWER", total measuring more or less 825 sq.ft., including 10% super built charge, at G.T. Road, East, Asram More, Opposite Veteran Petrol Pump, Asansol.

The Complainant prays before the Authority for the following relief(s):-

1. Directing the Respondents to deliver the possession of the room, booked by the Complainant, after execution of appropriate deed of sale along with necessary certificate in favour of your complainant alongwith interest on deposited amount for the defaulted period in failure of the same to pay the present market value of the room to your Complainant alongwith interest @18% p.a. from 01.09.2017 to till date of realization by holding them liable for their violation of the agreement.
2. Directing the Respondents to pay a sum of Rs.10,00,000/-to the Complainant towards mental pain, agony and harassment suffered by the Complainant.
3. Directing the Respondents to pay Rs.2,00,000/-for litigation cost and /or such other or further order as your honour may deem fit and Proper.

After hearing the Complainant and going through the Complaint Petition, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and give the following directions:-

The Complainant is directed to submit her total submission regarding his Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested of supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority, serving a copy of the same to the Respondent, both in hard and scan copies, within **15 (fifteen)** days from the date of receipt of this order through email.

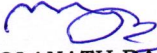
The Respondent is hereby directed to submit their Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested supporting documents, if any,

and send the Affidavit (in original) to the Authority, serving a copy of the same to the Complainant, both in hard and scan copies, within **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by speed post or by email, whichever is earlier.

The Respondents are further directed to specifically mention in his notarized affidavit that whether he has taken registration for the project from erstwhile WBHIRA/WBRERA. If yes, they shall provide the Registration number with date and if they had not taken registration, the reason for not taking the registration shall be provided in their affidavit.

The Respondents are also directed to appear positively on the next date of hearing, failing which, the Authority shall proceed with hearing of this matter ex-parte for the ends of speedy disposal of justice.

Fix **30.07.2024** for further hearing and order.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority